

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE SUPERIOR COURT  
CAUSE NO. 45D10-0607-PL-00089

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JAMIE SAINÉ, )  
Individually and doing business as )  
INSAINÉ MOTOR SPORTS and )  
IMS POWERSPORTS, )  
 )  
Defendant. )

**Filed in Open Court**

OCT 25 2006

*Thomas R. Philpot*  
CLERK LAKE SUPERIOR COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Jamie Saine, individually and doing business as Insaine Motor Sports and IMS Powersports.
2. The Defendant was served with notice of these proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant, Jamie Saine, is not known to be an infant, incompetent, or in military service.

**RECEIVED**

OCT 26 2006

*Thomas R. Philpot*  
CLERK LAKE SUPERIOR COURT

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Jamie Saine, individually and doing business as Insaine Motor Sports and IMS Powersports.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Jamie Saine, his agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should have known it does not have;
- b. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- c. representing expressly or by implication the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Jamie Saine, as follows:


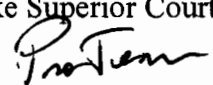
- a. The contracts previously entered into by the Defendant with consumers, David S. Phillips, John Gonsorick, Emily Wilkins, Frederick Mock, Tony Bartraw, Craig McCullough, and Joshua Honnold, are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Three Thousand Seven Hundred and Seventy-Five Dollars and Sixty-Six Cents (\$3,775.66), payable to the Office of the Attorney General, for allocation and distribution to the following consumers in the following amounts:
- |   |                          |
|---|--------------------------|
| 1) Tony Bartraw of Burnham, Philadelphia      | \$ 400.00;               |
| 2) Craig McCullough of Sandy, Utah            | \$ 302.50;               |
| 3) David S. Phillips of Huntsville, Alabama   | \$ 549.00;               |
| 4) Frederick Mock of Pinconning, Michigan     | \$ 458.16;               |
| 5) John Gonsorick of Morgantown, Pennsylvania | \$ 465.00;               |
| 6) Joshua Honnold of Costa Mesa, California   | \$ 501.00; and           |
| 7) Emily Wilkins of Eagar, Arizona            | <u>\$1,100.00</u>        |
|   | <b>Total: \$3,775.66</b> |
- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Six Hundred and Seventy Dollars (\$670.00).

- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Fourteen Thousand Dollars (\$14,000.00), payable to the State of Indiana.
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Five Dollars (\$3,500.00), payable to the State of Indiana.

**A total monetary judgment in the amount of Twenty-One Thousand Nine Hundred Forty-Five Dollars and Sixty-Six Cents (\$21,945.66) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Jamie Saine, individually and doing business as Insaine Motor Sports and IMS Powersports.**

**ALL ORDERED, ADJUDGED AND DECREED** on this 25 day of

Oct, 2006.

  
Judge, Lake Superior Court  
  
Thomas Lubber Jr.

**DISTRIBUTION:**

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